

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN RE:)	CASE NO.: 21-40119-BSK
)	
Vincent Julian Dominguez and Daria Leann)	
Dominguez,)	
<i>Debtors</i>)	CHAPTER 7
)	
Carvana, LLC, <i>Creditor</i> .)	
)	
vs.)	
)	
Vincent Julian Dominguez and Daria Leann)	
Dominguez, <i>Debtors</i>)	
)	
and)	
)	
James A. Overcash, <i>Trustee</i>)	
)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

Carvana, LLC, its successors and/or assignees, (“Secured Creditor”), and in support of its motion states as follows:

1. Secured Creditor files this motion under Rules 4001 and 9014, Rules of Bankruptcy Procedure.
2. On February 3, 2021, the Debtors filed a Chapter 13 Bankruptcy Petition wherein Secured Creditor or its predecessor in interest was listed as a secured creditor as to personal property of Debtor.
3. Jurisdiction is invoked in the District Court under 28 U.S.C. §1334(a) and jurisdiction is proper in this Court pursuant to 28 U.S.C. §1408(1) and §157(b)(2)(G).
4. Vincent Julian Dominguez and Daria Leann Dominguez, (“Debtors”), reside at 623 7th St., Saint Paul, NE 68873.
5. James A. Overcash is the Chapter 13 Trustee duly appointed by law (“Trustee”).

6. On June 5, 2020, Vincent Dominguez (“Debtor”) executed a Contract (“Contract”) in the principal sum of \$16,750.35. A true and correct copy of the Contract is attached hereto as **Exhibit “A”**.

7. All obligations (collectively, the “Obligations”) of the Debtor under the Contract are secured by a 2016 Chevrolet Malibu VIN #1G1ZE5ST1GF208580 (“Vehicle”) as evidenced by a Vehicle Certified of Title (“Title”) naming Movant as the legal owner thereof. A copy of the Title is attached hereto as **Exhibit “B”**.

8. As of March 18, 2021, the outstanding Obligations under the Contract total \$16,705.48.

9. The current value of the Vehicle as of March 18, 2021 according to NADA is \$15,350.00. A true and correct copy of NADA’s valuation is attached hereto as **Exhibit “C”**.

10. Secured Creditor asserts that the Debtor has not made all of the payments towards satisfaction of the loan since the inception of said loan. The loan is in default for February 20, 2021 and all subsequent payments thereafter. The following amounts are now due and owing:

Monthly payments:	2 at \$378.00	=	\$756.00
Late Charges		=	\$10.00
NSF Charge		=	\$15.00
<u>Bankruptcy Attorney Fees & Costs:</u>		=	<u>\$638.00</u>

Total Delinquencies: \$1,396.00

11. These amounts due and owing are in addition to any amounts that have come due after the filing of this Motion pursuant to the terms of the Contract.

12. The Debtor has failed to cure the delinquency and the estate lacks sufficient assets from which the delinquency can be cured. Creditor’s interest in the real property lacks adequate protection.

13. Debtor has materially defaulted with respect to payment of Secured Creditor’s secured claim and has caused unreasonable delay, which is prejudicial to Secured Creditor.

14. Additionally, pursuant to the Debtors' Statement of Intention filed February 10, 2020, the Debtors' intention is to surrender the Vehicle to Secured Creditor. A copy of the Statement of Intention is attached hereto as **Exhibit "D"**. Pursuant to the attached declaration debtors have already surrendered the vehicle.

15. To remedy this prejudicial delay to Secured Creditor, an Order for Relief from the Automatic Stay should be granted that is effective immediately without a stay of enforcement pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3).

16. Furthermore, there appears to be no equity with respect to the subject Vehicle, and the Vehicle is not necessary for effective reorganization. Consequently, pursuant to 11 U.S.C. Section 362(d)(2) and U.S.C. § 1301(c) cause exists to grant relief from stay and co-debtor relief from stay.

17. Creditor seeks relief for the purpose of exercising its remedies available under state law, to continue all acts necessary to secure possession of the subject Vehicle and sell the Vehicle in a commercially reasonable manner without further Hearing before this Court pursuant to applicable state law.

WHEREFORE, Secured Creditor, its successors and/or assignees, prays that it be granted Relief from the Automatic Stay of 11 U.S.C. §362 to enforce its lien granted in the Contract and for such other and further relief as the Court deems proper.

Date: March 24, 2021

Respectfully submitted,

GHIDOTTI BERGER, LLP

/s/ Erica Loftis

Erica Loftis (CABN 259286)

1920 Old Tustin Avenue

Santa Ana, CA 92705

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eloftis@ghidottiberger.com

Attorney for Movant.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN RE:)	CASE NO.: 21-40119-BSK
Vincent Julian Dominguez and Daria Leann)	
Dominguez,)	
Debtors.)	CHAPTER 13
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Carvana, LLC, <i>Creditor</i> .)	
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vs.)	
)	
Vincent Julian Dominguez and Daria Leann)	
Dominguez,)	
Debtors.)	
)	
and)	
)	
James A. Overcash, <i>Trustee</i>)	
)	

DECLARATION IN SUPPORT OF MOTION
FOR RELIEF FROM THE AUTOMATIC STAY

I, Jennifer Cruise, hereby declare and state as follows:

1. I am over the age of eighteen years and not a party to this action. The facts set for the below are known to me personally based upon the review of the business records and I have first-hand knowledge of them. If called as a witness, I could and would testify competently under oath to such facts.

2. I am employed by Carvana, LLC ("Movant"). In the regular performance of my job functions, I am familiar with and have access to the business records maintained by Movant. These records, which include data compilations, electronically imaged documents, and others, are made at or near the time of date by, or from information provided by persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Movant. It is the regular practice of Movant business to make and/or maintain these records including the records of prior servicers of the loans now serviced by Movant, including the Subject Loan at issue in this action. Movant relies upon the accuracy of

those records in conducting its business of servicing loans, including the Subject Loan at issue in this action.

3. I regularly verify Movant's records, loan histories, correspondence, and communication histories. This entails reviewing, becoming familiar with, and participating in the review of documents related to loan accounts for Movant. From my employment for Carvana, LLC, I am familiar with its business operations and with the services that Movant offers to its customers.

4. I have personally reviewed Movant's records as they related to the Subject Loan obligation referred to herein, and as to the following facts, I know them to be true of own knowledge or I have gained knowledge of them from my review of Movant's business records. If called upon to testify, I could and would competently testify to the following under oath.

5. On June 5, 2020, Vincent Dominguez ("Debtor") executed a Contract ("Contract") in the principal sum of \$16,750.35. A true and correct copy of the Contract is attached hereto as **Exhibit "A"**.

6. All obligations (collectively, the "Obligations") of the Debtor under the Contract are secured by a 2016 Chevrolet Malibu VIN #1G1ZE5ST1GF208580 ("Vehicle") as evidenced by a Vehicle Certified of Title ("Title") naming Movant as the legal owner thereof. A copy of the Title is attached hereto as **Exhibit "B"**.

7. As of March 18, 2021, the outstanding Obligations under the Contract total \$16,705.48.

8. The current value of the Vehicle as of March 18, 2021 according to NADA is \$15,350.00. A true and correct copy of NADA's valuation is attached hereto as **Exhibit "C"**.

9. Secured Creditor asserts that the Debtor has not made all of the payments towards satisfaction of the loan since the inception of said loan. The loan is in default for February 20, 2021 and all subsequent payments thereafter. The following amounts are now due and owing:

Monthly payments:	2 at \$378.00	=	\$756.00
Late Charges		=	\$10.00

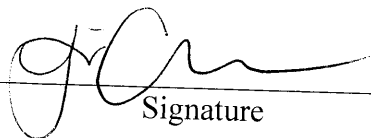
NSF Charge	=	\$15.00
<u>Bankruptcy Attorney Fees & Costs:</u>	=	<u>\$638.00</u>
Total Delinquencies:		\$1,396.00

10. These amounts due and owing are in addition to any amounts that have come due after the filing of this Motion pursuant to the terms of the Note and Deed of Trust.

11. The sums set forth in this declaration do not include any late charges, escrow advances, or other fees and charges that might otherwise be included in the event that a payoff is requested or provided. Additionally, pursuant to the Debtors' Statement of Intention filed February 10, 2020, the Debtors' intention is to surrender the Vehicle to Secured Creditor. A copy of the Statement of Intention is attached hereto as **Exhibit "D"**. Debtor has already voluntarily surrendered the vehicle and movant has been in possession of the vehicle since February 22, 2021.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 3/24/2021 (Date) Mesa (City), AZ (State)


Signature

Jennifer Cruise
Print Name

EXHIBIT “A”



CARVANA

1930 W. Rio Salado Pkwy
Tempe, AZ 85281
Office: 602.852.6604
Fax: 602.667.2581
Email: legal@carvana.com

August 29, 2018

To Whom It May Concern,

This letter shall serve as formal acknowledgement that Bridgecrest is a valid loan servicer for Carvana loans.

If you have any questions, please contact me at the email address or phone number above.

Sincerely,

Name: Paul Breau

Title: General Counsel, Vice President, and Secretary

NE-102 10/10/2015

Retail Installment Contract and Security Agreement

Seller Name and Address

CARVANA, LLC
1700 W 29TH ST
KANSAS CITY MO 64108-3606

Buyer(s) Name(s) and Address(es)

Vincent Dominguez
242 N Custer Ave
Grand Island NE 68803

Summary

No. [REDACTED]
Date 06/05/2020

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
17.547 %	\$ 10,453.73	\$ 16,750.35	\$ 27,204.08	\$ 1,300.00 \$ 28,504.08

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
71	\$ 378.00	monthly beginning 07/06/20
1	\$ 366.08	06/06/26
N/A	\$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 15 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$25.00.

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2016	Chevrolet	Malibu	Sedan	1G1ZE5ST1GF208580	33251
Other:					
N/A					
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

Description of Trade-In

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A
N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 16,750.35 plus finance charge accruing on the unpaid balance at the rate of 17.547 % per year from the date of this Contract until maturity. After maturity, or after you default and we demand payment, we will

charge finance charges on the unpaid balance at 17.547 % per year.

You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Origination Fee. You agree to pay an origination fee of \$ N/A

that will be ☐ paid in cash. ☐ financed over the term of the Contract.

The Origination Fee will be refundable if this Contract is canceled during the first 30 days.

☐ **Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Itemization of Amount Financed

a. **Cash Price** of Vehicle, etc. (incl. sales tax of
\$ 1,124.25) \$ 16,114.25

b. **Cash Price** of Service Contract, paid to:
Carvana \$ 1,200.00

c. **Cash Price** of N/A \$ N/A

d. **Cash Price** of N/A \$ N/A

e. **Cash Price** of N/A \$ N/A

f. **Cash Price** of N/A \$ N/A

g. **Total Cash Price** \$ 17,314.25

h. **Trade-in allowance** \$ 0.00

i. **Less: Amount owing, paid to (includes q):**
N/A \$ N/A

j. **Net trade-in (h-i; if negative, enter \$0 here and
enter the amount on line q)** \$ 0.00

k. **Cash payment** \$ 1,300.00

l. **Manufacturer's rebate** \$ 0.00

m. **Deferred down payment** \$ 0.00

n. **Other down payment (describe)**
N/A \$ N/A

o. **Down Payment (j+k+l+m+n)** \$ 1,300.00

p. **Unpaid balance of Cash Price (g-o)** \$ 16,014.25

q. **Financed trade-in balance (see line j)** \$ 0.00

r. **Paid to public officials, including filing fees** \$ 736.10

s. **Insurance premiums paid to insurance company(ies)** \$ 0.00

t. **To:** N/A \$ N/A

u. **To:** N/A \$ N/A

v. **To:** N/A \$ N/A

w. **To:** N/A \$ N/A

x. **To:** N/A \$ N/A

y. **To:** N/A \$ N/A

z. **To:** N/A \$ N/A

aa. **To:** N/A \$ N/A

bb. **To:** N/A \$ N/A

cc. **To:** N/A \$ N/A

dd. **Total Other Charges/Amts Paid (q thru cc)** \$ 736.10

ee. **Prepaid Finance Charge** \$ 0.00

ff. **Amount Financed (p+dd-ee)** \$ 16,750.35

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured N/A

Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A
By: _____ DOB _____

N/A
By: _____ DOB _____

N/A
By: _____ DOB _____

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000 . If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A

☐ \$ N/A Deductible, Comprehensive \$ N/A

☐ Fire-Theft and Combined Additional Cov. \$ N/A

☐ N/A \$ N/A

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

[This area intentionally left blank.]

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

Term	24 months
Price	\$ 1,200.00
Coverage	Carvana Vehicle Protection

☐ **Gap Waiver or Gap Coverage**

Term	N/A months
Price	\$ N/A
Coverage	N/A

☐ **N/A**

Term	N/A
Price	\$ N/A
Coverage	N/A

Vincent Dominguez 06/05/2020
By: Vincent Dominguez Date

N/A N/A
By: Date

N/A N/A
By: Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. See *Minimum Finance Charge* section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$15.00.

Governing Law and Interpretation. This Contract is governed by the law of Nebraska and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to make a payment as required by this Contract.
- ◆ The prospect of payment, performance, or realization of the Property is significantly impaired.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we may exercise the remedies provided by law and this Contract after we give you any notice and opportunity to cure your default that the law requires. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so, provided we give you prior notice and a reasonable opportunity to perform. We are not required to make any such payments or repairs. You will repay us that amount when we tell you to do so. That amount will earn finance charges from the date we pay it at the rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

[This area intentionally left blank.]

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A	N/A
By:	Date
Signature of Third Party Owner (NOT the Buyer)	

[This area intentionally left blank.]

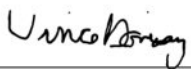
☒ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

 06/05/2020
By: Vincent Dominguez Date


N/A N/A
By: Date

N/A N/A
By: Date

NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.


Buyer

 06/05/2020
By: Vincent Dominguez Date

N/A N/A
By: Date

N/A N/A
By: Date

Seller

 06/05/2020
By: CARVANA, LLC Date

Assignment. This Contract and Security Agreement is assigned to
N/A

the Assignee, phone N/A. This assignment is made
under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

N/A

By:

Date

EXHIBIT “B”



Collateral Management Services
9750 Goethe Road | Sacramento, CA 95827
www.dealertrack.com

Carvana LLC

Lien and Title Information

Lienholder

ELT Lien ID	[REDACTED]
Lienholder	Carvana LLC
Lienholder Address	PO Box 29002 Phoenix, AZ 85038
Title Request Date	2/25/2021

Vehicle and Titling Information

VIN	1G1ZE5ST1GF208580	Issuance Date	7/10/2020
Title Number	[REDACTED]	Received Date	7/11/2020
Title State	NE	ELT/Paper	ELECTRONIC
Year	2016	Odometer Reading	33251
Make	CHEV	Branding	
Model			
Owner 1	VINCENT J DOMINGUEZ		
Owner 2			
Owner Address	242 N CUSTER AVE GRAND ISLAND, NE 688034219		

Printed: Thursday, March 18, 2021 1:06:53 PM PST

EXHIBIT “C”

J.D. POWER



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2016 Chevrolet Malibu Prices and Values

Sedan 4D LT I4 Turbo

VALUES

PICTURES

SPECIFICATIONS

REVIEWS & RATINGS

SAFETY



2016 Chevrolet Malibu Prices and Values Sedan 4D LT I4

[View more photos & video \(34\)](#)

See other trim levels

Sedan 4D LT I4 Turbo

Values & Cost Detailsⁱ

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$8,900	\$10,075	\$11,025	\$13,650
Mileage (42,256)	\$1,700	\$1,700	\$1,700	\$1,700
Total Base Price	\$10,600	\$11,775	\$12,725	\$15,350

Options [\(change\)](#)

Price + Options **\$10,600** **\$11,775** **\$12,725** **\$15,350**

Selling Your Car? **Get an Online Offer** in 2 Minutes.

Certified Pre-Owned (CPO) ⁱ

+\$900

Certified Price with Options

\$16,250

EXHIBIT “D”

Fill in this information to identify your case:

Debtor 1 **Vincent Julian Dominguez**
First Name Middle Name Last Name

Debtor 2 **Daria Leann Dominguez**
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **DISTRICT OF NEBRASKA**

Case number **21-40119**
(if known)

☐ Check if this is an amended filing

Official Form 108 Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Ace Rent to Own	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]: Retain & Pay	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: Stove		
Creditor's name: Ace Rent to Own	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]: Retain & Pay	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of property securing debt: Washer & Dryer		
Creditor's name: Bridgecrest	<input checked="" type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input type="checkbox"/> Retain the property and [explain]:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Description of property: 2016 Chevy Malibu		

Debtor 1 **Vincent Julian Dominguez**
Debtor 2 **Daria Leann Dominguez**

Case number (if known) **21-40119**

securing debt: _____

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name: **John and Amber Kuck**

☐ No

☒ Yes

Description of leased **Rental Agreement**
Property:

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Vincent Julian Dominguez
Vincent Julian Dominguez
Signature of Debtor 1

X /s/ Daria Leann Dominguez
Daria Leann Dominguez
Signature of Debtor 2

Date **February 10, 2021**

Date **February 10, 2021**

CERTIFICATE OF SERVICE

On March 24, 2021, I served the foregoing documents described as Motion for Relief from the Automatic Stay on the following individuals by electronic means through the Court's ECF program:

COUNSEL FOR DEBTOR(S)

Anna Judith Burge steffenslaw@gpcom.net

TRUSTEE

James A. Overcash trustee@woodsaitken.com

US TRUSTEE

Jerry Jensen ustpregion13.om.ecf@usdoj.gov

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll

Brandy Carroll

On March 24, 2021, I served the foregoing documents described as Motion for Relief from the Automatic Stay on the following individuals by depositing true copies thereof in the United States mail at Santa Ana, California enclosed in a sealed envelope, with postage paid, addressed as follows:

Debtor(s) Vincent Julian Dominguez 623 7th St. Saint Paul, NE 68873 Daria Leann Dominguez 623 7th St. Saint Paul, NE 68873	
--	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brandy Carroll

Brandy Carroll